

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

04 11887 MLW

HANS RUIGROK,

Plaintiff

v.

SCANDENT GROUP, INC.

Defendants

Cohen MS

C.A. File No. _____

RECEIPT # _____
AMOUNT \$ 50
SUMMONS ISSUED N/A
LOCAL RULE 4.1 _____
WAIVER FORM _____
MCF ISSUED _____
BY DPTY. CLK. ADW
DATE 8/30/04

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1441, Defendant Scandent Group, Inc. (hereinafter referred to as the "Defendant") files this Notice of Removal. As grounds for removal, Defendant submits that:

1. Defendant is a defendant in a civil action entitled HANS RUIGROK V. SCANDENT GROUP, INC., filed in Essex County Superior Court Department of the Trial Court of Massachusetts, C.A. No. 2004-1480-D.
2. On August 10, 2004, Defendant's registered agent was served with a copy of the Summons and Complaint. A copy of these documents and exhibits are attached as Exhibit A.
3. Plaintiff is a natural person residing at Karthuizersplantsoem 6, 1015 LS Amsterdam, the Netherlands. Complaint ¶ 3.
4. Defendant is a Delaware Corporation with its principal place of business in Atlanta, Georgia. Complaint ¶ 5.
5. Plaintiff's Complaint purports to assert claims for breach of contract and violation of Massachusetts Wage Payment Act, Mass. G. L. ch. 149, § 148, and contains a demand for \$287,500. Complaint §§ 25-34.

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between a citizen of a State and a citizen or subject of a foreign state.

7. No other process, pleadings or orders have been served on Defendant to date in the above-captioned case, except for Plaintiff's Ex Parte Motion for Appointment of Special Process Server. This petition for removal is being filed within 30 days of Defendant's receipt of initial notice of this action, as required by 28 U.S.C. § 1446.

8. A true copy of this notice will be filed with the Clerk of the Essex County Superior Court Department of the Trial Court of Massachusetts, as required by law.

WHEREFORE, Defendant respectfully request that this action be removed to the United States District Court for the District of Massachusetts.

Burlington, Vermont.

August 26, 2004

SCANDENT GROUP, INC.

By: Patricia M. Sabalis
Patricia M. Sabalis
BBO # 436730
Downs Rachlin Martin PLLC
199 Main Street, P.O. Box 190
Burlington, VT 05402-0190
(802) 863-2375

Attorneys for Defendant

I hereby certify that a true copy of the above document was served upon Gregg A. Rubenstein, Nixon Peabody LLP, 100 Summer Street, Boston, Massachusetts 02110-1832, the attorney of record for Plaintiff, by first class mail on August 26, 2004.

Patricia M. Sabalis
Patricia M. Sabalis

EXHIBIT A



Service of Process Transmittal Form

Boston, Massachusetts

08/10/2004

Via Federal Express (2nd Day)

TO: Siddharth Mittal
 Scandent Group, Inc.
 340 Interstate, North Parkway
 Suite 340
 Atlanta, GA 30339

RE: PROCESS SERVED IN MASSACHUSETTS

FOR Scandent Group, Inc. Domestic State: De

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

1. TITLE OF ACTION: Hans Ruigrok, Pltf. vs Scandent Group Inc., Deft.
2. DOCUMENT(S) SERVED: Summons, Complaint, Exhibits
3. COURT: Commonwealth of Massachusetts, Lawrence Superior Court
Case Number 2004-1480-D
4. NATURE OF ACTION: Violation of Massachusetts Wage Payment Act/Breach of Contract
5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Boston, Massachusetts
6. DATE AND HOUR OF SERVICE: By Process server on 08/10/2004 at 12:00
7. APPEARANCE OR ANSWER DUE: Within 20 Days
8. ATTORNEY(S): Gregg A. Rubenstein
Nixon Peabody, LLP
100 Summer Street
Boston, MA 02110

9. REMARKS:

SIGNED CT Corporation System

PER Yvette Concepcion
 ADDRESS 101 Federal Street
 Boston, MA 02110
 SOP WS 0006519188

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS:

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

HANS RUIGROK,

Plaintiff,

v.

SCANDENT GROUP, INC.

Defendant.

C.A. NO. _____

COMPLAINT AND JURY DEMAND

For its Complaint against defendant Scandent Group, Inc. ("Scandent"), plaintiff Hans Ruigrok alleges as follows:

NATURE OF THE ACTION

1. This action is brought to enforce the Massachusetts Wage Payment Act and Mr. Ruigrok's employment contract. As an employee of Scandent, Mr. Ruigrok performed services on behalf of and at the request of Scandent pursuant to the terms of an employment contract. Despite terminating Mr. Ruigrok's employment on or about December 12, 2003, Scandent has failed to pay Mr. Ruigrok for contractual wages, severance pay and deferred compensation. As a result, Scandent has failed to pay Mr. Ruigrok approximately \$187,500 in wages and contractual payments due to him. Despite making multiple demands upon Scandent for such Unpaid Wages and contractual amounts due, Scandent has failed to make payment of any Unpaid Wages or contractual amounts owed to Mr. Ruigrok.

2. By this action, Mr. Ruigrok seeks, among other things, all Unpaid Wages due to him, all contractual amounts owed to him, treble damages, attorney's fees, interest, and such other relief as the Court deems just and appropriate.

FILED
IN THE SUPERIOR COURT
FOR THE COUNTY OF ESSEX

AUG - 6 2004

Thomas R. Russell Jr.
CLERK

FACTUAL BACKGROUND

The Parties and Jurisdiction

Hans Ruigrok

3. Hans Ruigrok is a natural person residing at Karthuizersplantsoen 6, 1015 LS Amsterdam the Netherlands.

4. At all relevant times Mr. Ruigrok was employed by Scandent as its President, North America and President Continental Europe, working from offices in Massachusetts and the Netherlands.

Scandent Group, Inc.

5. Scandent Group, Inc. is a Delaware corporation registered to conduct business in the Commonwealth of Massachusetts. Scandent maintains its Regional North American headquarters in Andover, Massachusetts.

6. Scandent performs consulting services throughout the world for various healthcare providers and institutions. Its consulting services focus on providing to its clients IT Services, Enterprise Services, Business Process Outsourcing and Marketing & Sales Consulting.

7. In 2002, Scandent interviewed and hired Mr. Ruigrok as its President, North America working with a base of operations at its Andover, Massachusetts office.

8. Scandent and Mr. Ruigrok entered into an employment contract governing the terms of his employment with Scandent, a true and accurate copy of which is attached as Exhibit A.

9. Throughout Mr. Ruigrok's employment with Scandent, Scandent withheld federal and Massachusetts payroll taxes from Mr. Ruigrok's wages and remitted such taxes to the United States and the Commonwealth of Massachusetts.

Subject Matter Jurisdiction

10. Pursuant to G.L. c. 149, § 150 and c. 151, § 20, on or about February 19, 2004, Mr. Ruigrok filed a complaint with the Attorney General's office regarding the Unpaid Wages. A true and accurate copy of that complaint is attached as Exhibit B.

11. On April 2, 2004, Ronnie A. Cabezas, Assistant Attorney General, responded to Mr. Ruigrok's complaint and authorized the immediate filing of suit pursuant to G.L. c. 149, § 150 and c. 151, § 20. A true and accurate copy of such authorization is attached as Exhibit C.

12. This Court has subject matter jurisdiction over this action pursuant to G.L. c. 212, § 4, in that it is an action for money damages with a reasonable likelihood of recovery in excess of \$25,000. Venue is proper in this county pursuant to G.L. c. 223, § 1.

Mr. Ruigrok's Employment With The Studer Group

13. On or about October 18, 2002, Satyen Patel, Scandent's Chief Operating Officer, extended an offer of employment to Mr. Ruigrok to join Scandent as its President, North America which Mr. Ruigrok accepted.

14. The terms of Mr. Ruigrok's employment contract provide that Mr. Ruigrok would receive an annual base salary of \$250,000. The employment contract also provides that Mr. Ruigrok would be eligible to earn annual incentive pay of up to an additional \$200,000.

15. The employment contract also provides that if Mr. Ruigrok's employment were terminated he would receive 60 days advance written notice of such termination and a severance payment of 3 months On Target Earnings.

Scandent Breaches the Employment Contract

16. During the month of May, 2003, various officials at Scandent told Mr. Ruigrok that it intended to reduce his salary below \$250,000 per year.

17. Mr. Ruigrok responded to those officials both orally and in writing that such a reduction would constitute a breach of his employment contract and that he did not consent to a modification of the terms of his employment contract.

18. On or about May 27, 2003, Scandent wrote to Mr. Ruigrok purporting to change the terms of his employment contract. A true and accurate copy of the May 27, 2003 correspondence is attached as Exhibit D. Specifically, Scandent sought to reduce Mr. Ruigrok's annual compensation and permanently relocate him to continental Europe. Despite purporting to immediately lower his base salary, Scandent also stated that the lost base salary would only be deferred and subsequently paid if certain sales goals were met over the next twelve months.

19. Subsequently, Mr. Ruigrok responded to Scandent's May 27, 2003 correspondence, again rejecting the terms of the proposed changes to his employment contract.

20. Despite Mr. Ruigrok's specific rejection of the offer to modify the terms of his employment contract, Scandent lowered his salary.

Scandent Terminates Mr. Ruigrok's Employment and Fails to Pay Severance, Deferred Compensation and Proper Salary in Lieu of Notice

21. On or about December 12, 2003, Scandent wrote to Mr. Ruigrok purporting to terminate his employment for failure to meet certain sales goals.

22. Despite its obligation to do so, Scandent refused to allow Mr. Ruigrok the full twelve months promised to achieve certain sales goals and refused to pay Mr. Ruigrok the difference between the base salary guaranteed to him in his employment contract and the reduced salary Scandent paid to Mr. Ruigrok in breach of his employment contract and without Mr. Ruigrok's authorization.

23. Despite its obligation to do so, Scandent refused to pay Mr. Ruigrok the three months of On Target Earnings severance that was due to him pursuant to his employment contract.

24. Despite its obligation to do so, Scandent did not provide Mr. Ruigrok with 60 days advance notice of his termination from employment or pay Mr. Ruigrok for such days at his contractual rate of pay.

COUNT I

Violation of the Massachusetts Wage Payment Act, G.L. c. 149, § 148

25. Mr. Ruigrok repeats the allegations in paragraphs 1 through 24, supra.

26. Mr. Ruigrok was an "employee" of Scandent pursuant to G.L. c. 149, § 1.

27. Scandent is an "employer" pursuant to the G.L. c. 149, § 1.

28. Scandent has violated the Massachusetts Wage Payment Act, c. 149, § 148 by failing to pay Mr. Ruigrok wages in lieu of notice at his contractual wage rate and wages at his contractual wage rate for services actually performed.

Wherefore, Mr. Ruigrok demands judgment against Scandent for \$87,500, plus treble damages, reasonable attorney fees, interest, costs and such other relief as deemed appropriate by the Court.

COUNT II

Breach of Contract

29. Mr. Ruigrok repeats the allegations in paragraphs 1 through 28, supra.

30. Scandent breached Mr. Ruigrok's employment contract by unilaterally and without Mr. Ruigrok's agreement reducing his base salary from \$250,000 per annum to \$150,000 per annum.

31. Scandent breached Mr. Ruigrok's employment contract by failing to pay him for services performed at the contractual rate of pay.

32. Scandent breached Mr. Ruigrok's employment contract by terminating his contract without providing him 60 days advanced written notice.

33. Scandent breached Mr. Ruigrok's employment contract by terminating his contract without providing him 60 days pay in lieu of notice at his contractual rate of pay.

34. Scandent breached Mr. Ruigrok's employment contract by failing to pay him three months severance at On Target Earnings under his employment contract.

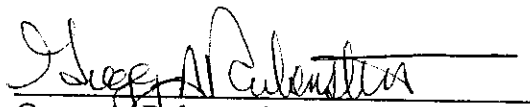
Wherefore, Mr. Ruigrok demands judgment against Scandent for \$200,000, interest, costs and such other relief as deemed appropriate by the Court.

JURY DEMAND

Mr. Ruigrok demands a jury trial on all issues so triable.

HANS RUIGROK

By his attorneys,


Gregg A. Rubenstein (BBO #639680)
NIXON PEABODY LLP
100 Summer Street
Boston, MA 02110
617-951-6600

Date: August 6, 2004

EXHIBIT A



18th October 2002

(Confidential)

Dear Hans,

On behalf of Scandent Group Inc., we are pleased to offer you the position of **President, North America, Scandent Group Inc, USA**. This letter summarizes the terms and conditions of your employment with the Company.

Your employment with the Company will begin on **October 1st 2002**. You will operate from our offices in **Boston**.

In this capacity, you will take responsibility for the complete Scandent offerings for the America's In addition you will drive the MatrixOne practice globally.

Your compensation is as detailed in **Exhibit A** and consists of a Base Salary and Incentives that will accrue based on achievements of Targets. The base salary component will be paid monthly once by the First week of the month. Your Compensation will be paid less payroll taxes and normal payroll deductions. Your monthly paycheck and pay stub will be mailed to you during the first week of every month to your residential address.

Company will provide in accordance with its procedures and policies Medical insurance coverage including dental and vision benefits under the PPO plan for you and your immediate eligible dependants for the period of your employment with the Company.

You will be eligible for vacation leave of fifteen (15) working days per calendar year (accruing at the rate of 1.25 days per month of service completed), three (03) sick days per calendar year and three (03) personal leave days per calendar year. After one year, unused vacation days will be paid at your base salary rate in case of encashment.

For the first six months of employment Scandent guarantees the **On Target Earnings**. (Base plus on target commission and bonuses)

You will devote your best efforts, time, attention and ability to the business of the Company and will not take any interest, either directly or indirectly, in any business activity likely to compete with those of Scandent Group Inc. Towards this you will have to sign a **Technology and Confidentiality Agreement** enforceable in the court of law in the state of **Massachusetts**.

Your employment with the Company can be terminated without cause by serving you with the **60 days** written notice from the Company.

Page 2

In the event of your seeking separation from the services of Scandent Group Inc, it is mandatory for you to

A handwritten signature in black ink, appearing to be 'Lm'.

A handwritten signature in black ink, appearing to be 'P. H.'.



give 60 days notice in writing or salary in lieu thereof to the Company.

In the event that your performance is found to be below the laid down standards of satisfactory performance or as agreed mutually at the time of your joining, your employment will be terminated with 60 days written notice from the Company. A severance payment of 3 months OTE (On Target Earnings) will be granted.

At your exit interview or upon termination, you will learn how you can continue your insurance coverage according to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, with Scandent Group Inc., or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense. Please consult the Human Resources Dept. for any additional details.

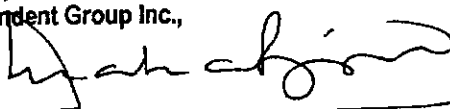
Any dispute arising due to your employment will be referred to, dealt by and settled by courts, which are under the jurisdiction of the State of Massachusetts only.

All programs, systems data, manuals, literature and other materials handled/designed by you pursuant to your duties with the Company will at all times be the sole property of the company and will be considered proprietary information belonging to the company. Also, the company will at all times have the sole proprietary right in any new system which you may develop while in the company's service.

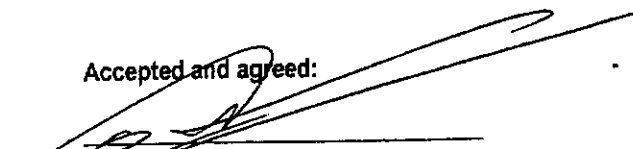
Please confirm your acceptance of the terms in this Offer letter by signing and returning one (1) copy for our records.

Once again I take great pleasure in welcoming you to the 'Scandent Family' and look forward to many years of mutually beneficial relationship.

Sincerely,
For Scandent Group Inc.,


for Satyen Patel
Chief Operating Officer

Accepted and agreed:


Johannes TJ Ruigrok

18th October 2002



Mr. Hans Ruigrok,
President-North America

EXHIBIT A

(Constituting an integral part of the letter to Mr. Hans Ruigrok of this date)

Ownership Option agreement - Scandent is working on an ownership / option agreement. Currently this agreement is scheduled to be ready before the end of calendar year 2002. Hans Ruigrok will be granted a same percentage as the other geography presidents.

Base Salary:

Base Salary : 250,000 US Dollars /- (Gross Annually)
Payable in 12 equal monthly installments

Incentive Pay : 200,000 US Dollars /- (Annual at 100% quota achievement)
(Payable as per criteria mentioned below)

<u>Target Achievement</u>	<u>Incentive % per % target achieved</u>	<u>Incentive %age</u>
0%-20%	0.50%	10%
>20%-30%	1.0%	30%
>30% -50%	1.20%	60%
>100%	1.75%	

Targets to be achieved:

The fiscal year for this purpose is October 2002 through September 2003.

	1st Year Target	@100% target realization total Commission
Total Revenue America's:	\$25,000,000	\$72,000
EBITDA America's:	\$ 732	\$48,000
Global Revenue MatrixOne related business	\$12,000,000	\$48,000
EBITDA Global MatrixOne related business	\$ 4,000,000	\$32,000

Note: Global Revenue MatrixOne related business consists of all revenue related to the MatrixOne relationship, (SI, BAO, IT Services, ECC, Dev Labs etc) but excluding the MatrixOne India revenue. Total Revenue America's includes all revenues generated in America (Mone, SI, BPO, ECC, IS, Liberty Mutual)



Example Commission calculation:

Revenue America's realization 90%:

-20% = 10% of \$72,000 = 7,200

21-50% = 30% of 72,000 = 21,600

51-90% = 1.2% * 40 * 72,000 = 34,560

Total comp for Revenue = \$63,360

EBITDA America's realization 120%:

-100% compensation = \$48,000

20% * 1,75% * 48,000 = \$16,800

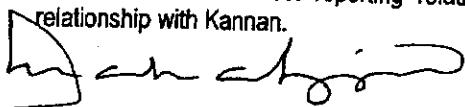
Total comp for EBITDA America's = \$64,800

Location

You will work out of our office in Massachusetts.

Reporting Relationship

You will have the direct reporting relationship with the Chief Operating Officer and a dotted line relationship with Kannan.


for Satyen Patel
Chief Operating Officer

October 18, 2002


Agreed
Johannes TJ Ruigrok

October 18, 2002



NIXON PEABODY LLP

ATTORNEYS AT LAW

101 Federal Street
Boston, Massachusetts 02110-1832
(617) 345-1000
Fax: (617) 345-1300

Gregg A. Rubenstein
Direct Dial: (617) 345-6184
E-Mail: grubenstein@nixonpeabody.com

February 19, 2004

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Office of the Attorney General
Fair Labor & Business Practices Division
200 Portland Street
Boston, MA 02114

RE: Non-Payment of Wages Complaint Form for Hans Ruigrok

To Whom It May Concern:

Enclosed for filing please find a completed Non-Payment of Wage Complaint Form on behalf of Hans Ruigrok. If it does not appear that your office will be able to complete its investigation of this claim within 30 days, I request written permission to file suit on behalf of Mr. Ruigrok prior to the expiration of the ninety day waiting period.

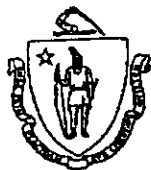
Thank you for your attention to this matter. If I may be of any further assistance in the investigation of this matter, please do not hesitate to contact me.

Very truly yours,


Gregg A. Rubenstein

Enclosure

Cc: Patricia M. Sabalis, Esq. (counsel for employer)
Hans Ruigrok



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
200 Portland Street
Boston, MA 02114

TOM REILLY
ATTORNEY GENERAL

617/727-2200

Non-Payment of Wage Complaint Form

EMPLOYEE INFORMATION:

Name: Hans Ruigrok Soc. Sec. # 020 84 7122

Address: Noordermarkt 11c

City: Amsterdam, Netherlands State: XX Zip: XX

Date of Birth: 3/18/59 Work Phone: - - Home Phone: - -

What type of work did you perform: Responsible for complete Scandent IT consulting services throughout United States

EMPLOYER INFORMATION: (complaint will not be accepted unless this section is completed.)

Company Name: Scandent Group

Address: 138 River Road, Suite 210

City: Andover State: MA Zip: 01810

Phone: 978 - 989 - 0099 Total number of employees in company:

President/Owner Name: Ramesh Vangal Title: Chief Executive Officer

Local Manager Name: Salyen Patel

Town where work was performed: Andover

WAGE/BENEFIT INFORMATION:

Date of Hire: 10/1/2002 Were you discharged? yes Date of discharge: 12/12/2003

Did you leave? no Date: Reason for leaving:

If you left, did you make a personal demand for this money?

If yes, what was the response of the employer:

Rate of Pay: \$ 250,000 per (hour/week): year Unpaid Wages: 280,528.00

From 05 / 01 / 03 to 12 / 12 / 03 Total amount owed: \$ 280,528.00

Have you signed a contract as a consultant or independent contractor? No

Do you have an attorney representing you in this matter? Yes

Have you taken any other action against your employer in this matter? No

If yes, please explain:

Are you willing to fully cooperate with the Attorney General's Office, which may include appearing in court? Yes

EXPLAIN IN DETAIL the facts relating to why you were not paid or why you are filing this complaint. If your complaint involves vacation pay, briefly explain how you earned vacation time (e.g. one week per year, one week after one year, monthly accrual, etc.)

Please see attached:

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE STATEMENT OF THE FACTS RELATING TO MY COMPLAINT.

Signature: Shane A. Schubert Date: 2/19/04

Print Name: Gregg A. Rubenstein, Attorney for Hans Ruigrok

Please attach copies of any supporting information (e.g. pay stubs, employment policy, etc...). Important: send only copies, save the originals for your records.



NIXON PEABODY LLP
ATTORNEYS AT LAW

101 Federal Street
Boston, Massachusetts 02110-1832
(617) 345-1000
Fax: (617) 345-1300

Gregg A. Rubenstein
Direct Dial: (617) 345-6184
E-Mail: grubenstein@nixonpeabody.com

December 17, 2003

VIA U.S. MAIL AND FAX: (978) 989-9949; 011-44-1344 297 920

Mr. Satyen Patel
Scandent Group
138 River Rd., Suite 210
Andover, MA 01810

Mr. Satyen Patel
Scandent Network Europe Ltd.
Units 5 & 6, TTC, Silwood Park, Buckhurst Road,
Ascot, Berkshire SL5 7PW
UNITED KINGDOM

RE: Alleged Termination of Hans Ruigrok's Employment

Dear Mr. Patel:

I write on behalf of my client, Hans Ruigrok, concerning your purported December 12, 2003 termination of Mr. Ruigrok's employment with Scandent Group ("Termination Notice"). Contrary to your assertions in the Termination Notice, the termination of Mr. Ruigrok's employment fails to satisfy the terms of his October 18, 2002 Employment Agreement ("Employment Agreement"), is not the product of a mutual agreement and any monies deposited into his bank account are not "in full and final settlement of all his dues."

As you know, Scandent Group and Mr. Ruigrok signed the Employment Agreement on October 18, 2002. The Employment Agreement provides that Mr. Ruigrok will have a base annual salary of \$250,000 and be eligible for annual On Target incentive pay of up to \$200,000 per year. The Employment Agreement further provides that Mr. Ruigrok's employment may only be terminated upon 60 days notice and that he shall be entitled to a severance payment equal to 3 months On Target Earnings upon any such termination. This severance obligation arises "[i]n the event [Mr. Ruigrok's] performance is found to be below the laid down standards of satisfactory performance . . ." which is precisely the reason you give for the termination of Mr. Ruigrok's employment in the Termination Notice. In addition to not providing Mr. Ruigrok with the required severance pay, Scandent has failed to make Mr. Ruigrok whole for the unilateral 40% reduction in his base pay that it promised to repay when Mr. Ruigrok met newly imposed sales targets. Mr. Ruigrok has to date met these targets and therefore demands repayment of all "deferred" compensation. Scandent Group has also failed to pay Mr. Ruigrok

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Hans Ruigrok v. Scandent Group, Inc.
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).
- ☐ I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- ☐ II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950. *Also complete AO 120 or AO 121 for patent, trademark or copyright cases
- ☒ III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- ☐ IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- ☐ V. 150, 152, 153.
3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.
n/a
4. Has a prior action between the same parties and based on the same claim ever been filed in this court?
YES ☐ NO ☒
5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)
YES ☐ NO ☒
- If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?
YES ☐ NO ☒
6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?
YES ☐ NO ☒
7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
- A. If yes, in which division do all of the non-governmental parties reside?
YES ☐ NO ☒
Eastern Division ☐ Central Division ☐ Western Division ☐
- B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
Eastern Division ☒ Central Division ☐ Western Division ☐
8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (if yes, submit a separate sheet identifying the motions)
YES ☐ NO ☒
- (PLEASE TYPE OR PRINT)
- ATTORNEY'S NAME Patricia M. Sabalis, Esq.
- ADDRESS Downs Rachlin Martin, P.O. Box 190, Burlington, VT 05402-0190
- TELEPHONE NO. (802) 863-2375

04 11887 MLW

JS 44 (Rev. 3/99)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Hans Ruigrok

(b) County of Residence of First Listed Plaintiff citizen or subject
(EXCEPT IN U.S. PLAINTIFF CASES)
of a foreign country.

(c) Attorney's (Firm Name, Address, and Telephone Number)
Gregg A. Rubenstein, Esq.
Nixon Peabody LLP
100 Summer Street
Boston, MA 02110-1832

DEFENDANTS

Scandent Group, Inc.

County of Residence of First Listed
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)
Patricia M. Sabalis, Esq.
Downs Rachlin Martin PLLC
P.O. Box 190
Burlington, VT 05402-0190

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 DEF Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4
Citizen of Another State ☐ 2 ☐ 2 DEF Incorporated and Principal Place of Business in Another State ☐ 5 ☒ 5
Citizen or Subject of a Foreign Country ☒ 3 ☐ 3 DEF Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW C/DIW W (405 (g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Breach of contract; violation of Massachusetts Wage Payment Act
28 U.S.C. Sec. 1332

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 287,500.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions)

JUDGE

DOCKET NUMBER

DATE
8/26/04
FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD

Patricia M. Sabalis

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE